

## **National Purchasing Partners**

### **Member Intergovernmental Cooperative Purchasing Agreement**

This Intergovernmental Agreement (Agreement) by and between government entities that execute a Lead Contracting Agency Authorization ("Lead Contracting Agency(ies)") to be supplemented and made a part hereof and participating National Purchasing Partners ("NPP") government entity members ("Participating Agencies") including members of FireRescue GPO and Public Safety GPO, that agree to the terms and conditions of this Agreement. All NPP Lead Contracting Agencies and Participating Agencies shall be considered as "parties" to this agreement.

WHEREAS, upon completion of a formal competitive solicitation and selection process, the Lead Contracting Agencies have entered into Master Price Agreements with one or more Vendors to provide goods and services, often based on national sales volume projections;

WHEREAS, NPP, created by a nonprofit medical center, provides group purchasing marketing and administrative support for governmental entities within the membership. NPP's marketing and administrative services are free to its membership, which includes participating public entities and non-profit institutions throughout the United States and Canada.

WHEREAS, NPP has instituted a cooperative purchasing program under which member Participating Agencies may reciprocally utilize competitively solicited Vendor Contracts through the inclusion of the membership in Lead Contracting Agency bid Solicitation and Master Price Agreements;

WHEREAS, the Master Price Agreements provide that all members of NPP may purchase goods and services on the same terms, conditions and pricing as the Lead Contracting Agency, subject to applicable local and state laws of the Participating Agencies;

WHEREAS, the parties agree to comply with the requirements of the Intergovernmental Cooperation Act as may be applicable to the local and state laws of the Participating Agencies;

WHEREAS, the parties desire to conserve and leverage resources, and to improve the efficiency and economy of the procurement process while reducing solicitation and procurement costs;

WHEREAS, the parties are authorized and eligible to contract with governmental bodies and Vendors to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, the parties desire to contract with Vendors under the terms of the Master Price Agreements open to all Participating Agencies;

NOW, THEREFORE, the parties agree as follows:

### **ARTICLE 1: LEGAL AUTHORITY**

Each Party represents and warrants that it is eligible to participate in this Agreement because it is a local government or non-profit corporation created and operated to provide one or more governmental functions and possesses adequate legal authority to enter into this Agreement.

### **ARTICLE 2: APPLICABLE LAWS**

The procurement of goods and services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules, and regulations that govern each party's procurement policies. It is the responsibility of each party to ensure it has met all applicable solicitation and procurement requirements, both in state law and local policy.

### **ARTICLE 3: USE OF BID, PROPOSAL OR PRICE AGREEMENT**

- a. Each party will facilitate the cooperative procurement of goods and services.
- b. The procuring party shall be responsible for the ordering of goods and services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties harmless from any liability that may arise from action or inaction of the procuring party.
- c. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar goods and services outside the scope of the Master Price Agreements and NPP.
- d. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
- e. The cooperative use of bids, proposals or price agreements obtained by a party to this Agreement shall be in accordance with the terms and conditions of the bid, proposal or price agreement, except as modified where otherwise allowed or required by applicable law, and does not relieve the party of its other bid requirements under state law or local policies.

#### **ARTICLE 4: PAYMENT OBLIGATIONS**

The procuring party will make timely payments to Vendors for goods and services received in accordance with the terms and conditions of the procurement. Payment for goods and services, inspections and acceptance of goods and services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor shall be resolved in accordance with the law and venue rules of the state of the procuring party.

#### **ARTICLE 5: COMMENCEMENT DATE**

This Agreement shall take effect after execution of the "Lead Contracting Agency Endorsement and Authorization" or "Participating Agency Endorsement and Authorization," as applicable.

#### **ARTICLE 6: TERMINATION OF AGREEMENT**

This Agreement shall remain in effect until terminated by a party giving 30 days written notice to the Lead Contract Agency.

#### **ARTICLE 7: ENTIRE AGREEMENT**

This Agreement and any attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

#### **ARTICLE 8: CHANGES AND AMENDMENTS**

This Agreement may be amended only by a written amendment executed by all parties, except that any alterations, additions, or deletions of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

#### **ARTICLE 9: SEVERABILITY**

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

**THIS INSTRUMENT HAS BEEN EXECUTED IN TWO OR MORE ORIGINALS BY EXECUTION AND ATTACHMENT OF EACH "LEAD CONTRACTING AGENCY ENDORSEMENT AND AUTHORIZATION" OR "PARTICIPATING AGENCY ENDORSEMENT AND AUTHORIZATION," AS APPLICABLE. ONCE EXECUTED, IT IS THE RESPONSIBILITY OF EACH**

PARTY TO FILE THIS AGREEMENT WITH THE PROPER AGENCY IF  
REQUIRED BY LOCAL OR STATE LAW.

LEAD CONTRACTING AGENCY  
ENDORSEMENT AND AUTHORIZATION

The undersigned acknowledges, on behalf of South Davis Metro Fire Agency (Lead Contracting Agency) that he/she has read and agrees to the general terms and conditions set forth in the enclosed Member Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by Lead Contracting Agencies to Participating Agencies locally, regionally, and nationally through NPP. Copies of Master Price Agreements and any amendments thereto made available by Lead Contracting Agencies will be provided to Participating Agencies and NPP to facilitate use by Participating Agencies.

The undersigned understands that the purchase of goods and services under the provisions of the Member Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agencies.

The undersigned affirms that he/she is an agent of the South Davis Metro Fire Agency and is duly authorized to sign this Lead Contracting Agency Endorsement and Authorization.

BY: Jeff Bassett  
ITS: Fire Chief

Date: 10-3-13

Lead Contracting Agency Contact Information:

Contact Person: Jeff Bassett  
Address: 255 S. 100 W  
Bountiful, UT 84010

Telephone No.: 801-677-2400  
Email: JBASSETT@SDmetrofire.org

**PARTICIPATING AGENCY  
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of City of Everett (Participating Agency) that he/she has read and agrees to the general terms and conditions set forth in the enclosed Member Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by Lead Contracting Agencies to Participating Agencies locally, regionally, and nationally through NPP.

The undersigned further acknowledges that the purchase of goods and services under the provisions of the Member Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agency and that neither the Lead Contracting Agency nor NPP shall be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any other Participating Agency. Upon award of contract, the Vendor shall deal directly with the Participating Agency concerning the placement of orders, disputes, invoicing and payment.

The undersigned affirms that he/she is an agent of City of Everett and is duly authorized to sign this Participating Agency Endorsement and Authorization.\*

BY: Ray Stephanson  
ITS: mayor

Participating Agency Contact Information:

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Email: \_\_\_\_\_

Date: 3/31/2015

ATTEST:

Sharon Jelle  
City Clerk

APPROVED AS TO FORM

James D. Iles  
JAMES D. ILES, City Attorney

\* In addition to execution of this Member Intergovernmental Cooperative Purchasing Agreement, all Participating Agencies must be registered members of NPP and/or FireRescue GPO in order to access NPP competitively bid contracts. Registration is fast and free. Go to [www.mynpp.com](http://www.mynpp.com) or contact a customer service representative at 1-800-810-3909 or [customerservice@mynpp.com](mailto:customerservice@mynpp.com).

Welcome Hope  
Member ID: 372831

**Our Terms & Conditions and Privacy Policy have changed.** Click the button below to accept the updated [Terms & Conditions](#) and [Privacy Policy](#) in order to proceed.

I accept the Terms and Conditions and understand the Privacy Policy

## NATIONAL PURCHASING PARTNERS TERMS AND CONDITIONS

### Terms and Conditions

Registration with National Purchasing Partners, also doing business as FireRescue GPO, NPPGov, and Public Safety GPO, (hereinafter "NPP"), which grants organizations and their employees access to vendor contracts, is absolutely free and voluntary and activates membership in the program. When using NPP or its assigned administrator services ("services") you agree to the terms and conditions listed on this page (the "Terms of Use"). If you order or utilize any NPP services or visit the NPP website, you accept these Terms of Use. In addition, the use of any NPP services, whether or not included in our website, will subject the user to the NPP Terms of Use, as may be amended from time to time.

### Privacy

To understand NPP practices, please review the privacy policy that governs your visit to the NPP website and use of NPP services. A complete statement of our privacy policy can be found on the NPP [privacy page](#).

### Trademarks

NPP and its graphics, logos, page headers, button icons, scripts, and service names are trademarks or trade dress of NPP. NPP trademarks and trade dress may not be used in connection with any product or service that is not otherwise provided or authorized in writing by NPP, or in any manner that is likely to cause confusion among members, or in any manner that disparages or discredits NPP. All other trademarks not owned by NPP that appear on this site are the property of their respective owners, which may or may not be affiliated with, connected to, or sponsored by NPP.

### Your Account

You are responsible for maintaining the confidentiality and security of your account number and password. You agree to accept responsibility and liability for all activities that occur under your account or password whether lawful or unlawful. You are also solely responsible for all uses of your account and password, whether or not actually or expressly authorized by you. NPP reserves the right to refuse service, terminate membership, or remove or edit content in its sole discretion. One or more violations of the Terms of Use may result in immediate deletion of your membership.

In order to ensure that NPP provides high quality services that are responsive to your needs, you agree to allow NPP employees to access your account and records on a case-by-case basis to investigate complaints. NPP will not disclose the existence or occurrence of such an investigation unless required by law.

### Limited Liability

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL OPERATOR OR ITS OFFICERS, EMPLOYEES, DIRECTORS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, OR LICENSORS BE LIABLE UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STATUTORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF REVENUES, PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF SUCH PARTIES WERE ADVISED OF, KNEW OF, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM USE OF THE SITE. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent Operator may not, as a matter of applicable law, disclaim any implied warranty or limit its

liabilities, the scope and duration of such warranty and the extent of Operator's liability shall be the minimum permitted under such applicable law.

**Indemnification**

You agree to indemnify, defend and hold harmless the other, its affiliates, officers, directors, volunteers, employees, consultants and agents from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorneys' fees) arising from your use of NPP services, your violation of the Terms of Use or your infringement, or infringement by any other user of your account, of any intellectual property or other right of any person or entity, except to the extent any third party claims, liability, damages and /or costs (including, but not limited to, attorneys fees) are claimed by you to have been caused by NPP its affiliates, officers, directors, employees, consultants or agents, in which case NPP will indemnify, defend and hold harmless you, your affiliates, officers, directors, employees, consultants and agents. The Terms of Use will inure to the benefit of NPP's successors, assigns and licensees.

**Disclaimer**

The legal information provided on this website is designed for general information only. The legal information presented at this website should not be construed to be formal legal advice or the formation of an attorney/client relationship. Persons accessing this website are encouraged to seek independent counsel for advice regarding the applicability and compatibility of state laws and local ordinances. The legal information contained in this website is a general summary of legal issues applicable to public agency procurement and is intended for the purpose of familiarization only. All of the information is subject to changes in the applicable laws. The information cannot be used as a substitute for professional advice. Before taking any action based on the information, you should obtain the advice of a qualified attorney who can provide you with current and specific information about your particular circumstances. Some links within this website may lead to other sites. NPP does not necessarily sponsor, endorse or otherwise approve of the materials appearing in such sites. NPP makes no warranties, express or implied, concerning the accuracy or completeness of the information contained in its web site concerning specific vendor offerings.

NPP vendors may provide links to other World Wide Web sites or resources. Because NPP has no control over such sites and resources, member acknowledges and agrees that NPP is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. Member further acknowledges and agrees that NPP shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

All Vendor offers are for a limited time only and are subject to Products or Services availability. NPP Vendors reserve the right to change or modify all offers at any time without notice. All terms and conditions are subject to and governed by the Vendors' Agreements with Customer including, but not limited to, Customer eligibility requirements. Every effort is made to ensure the accuracy of the Vendor offers, however, NPP's Vendors are not responsible for any errors or omissions.

**Compliance with Safe Harbor Regulations**

Member acknowledges that the vendor(s) from which the Member may purchase goods or services will pay a fee to NPP of 3 percent or less of the purchase price of the goods or services provided by that vendor.

**Applicable Law**

These Terms of Use will be governed by and construed in accordance with the laws of the State of Washington, without giving effect to its conflict of laws or your actual state or country of residence.

**Modification and Severability**

NPP reserves the right to make changes to its site and policies at any time. If any of these conditions are deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

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877.329.8847 or [Email](#)





*Agreement*

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

**PROJECT TITLE:**

Participating Agency  
Endorsement and  
Intergovernmental  
Authorization with National  
Purchasing Partners

\_\_\_\_ Briefing  
\_\_\_\_ Proposed Action  
\_\_\_\_ Consent  
☒ Action  
\_\_\_\_ First Reading  
\_\_\_\_ Second Reading  
\_\_\_\_ Third Reading  
\_\_\_\_ Public Hearing

COUNCIL BILL #

Originating Department

Contact Person

Phone Number

FOR AGENDA OF

\_\_\_\_ Finance/Purchasing

\_\_\_\_ Clark Langstraat

\_\_\_\_ 425-257-8901

\_\_\_\_ March 25, 2015

Initialed by:

Department Head

CAA

Council President

\_\_\_\_ *db*  
\_\_\_\_ *as*

**Location**

**Preceding Action**

None

**Attachments**

Participating Agency  
Endorsement and  
Authorization, Member  
Intergovernmental  
Cooperative Purchasing  
Agreement and NPP  
Terms and Conditions

**Department(s) Approval**

Amount Budgeted	-0-	
Expenditure Required	-0-	Account Number(s):
Budget Remaining	-0-	
Additional Required	-0-	

**DETAILED SUMMARY STATEMENT:**

National Purchasing Partners is a public agency doing business as FireRescue GPO and Public Safety GPO and is tasked with establishing contracts for equipment and services to be used cooperatively by other public agencies.

RCW 39.34 allows cooperative purchasing between public agencies when the parties have executed an interlocal cooperative purchasing agreement.

This type of cooperation saves public entities time and money.

**RECOMMENDATION (Exact action requested of Council):**

Authorize the Mayor to sign the Participating Agency Endorsement and Authorization to the Master Intergovernmental Cooperative Purchasing Agreement and the Terms and Conditions with National Purchasing Partners.

*Council approved  
3/25/15  
SA*

